

Exhibit 65

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IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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)
In re)
) Chapter 11
)
LEHMAN BROTHERS) Case No.
)
HOLDINGS INC., et al.,) 08-13555 (JMP)
)
) (Jointly Administered)
Debtors.)
)
)
-----)

VIDEO DEPOSITION UPON ORAL EXAMINATION
of

ANTHONY MICHAEL BRIAM

On Wednesday, 19th June 2013

Taken at the offices of:
Weil Gotshal & Manges LLP,
110 Fetter Lane,
London EC4A 1AY,
England

Reported by: Richard Harper

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2 Q. The transcript will speak for
3 itself. I will represent to you that you used the
4 words "very strong argument". What did you mean
5 when you said that LBHI had a very strong argument
6 that its liability was extinguished if there was a
7 surrender done first?

8 MR. ISAKOFF: I object to the
9 question in that you have not established that he
10 recalls having said that.

11 MR. DE LEEUW: Okay. Let's go
12 back. Can you search for the words "very strong
13 argument" please, sir?

14 (The Court Reporter read back as directed)

15 A. Thank you.

16 BY MR. DE LEEUW:

17 Q. Mr. Briam, now that the court
18 reporter has read back that question and answer,
19 do you recall your testimony about the very strong
20 argument that LBHI might make?

21 A. Yes.

22 Q. What did you mean by the words
23 "very strong argument"?

24 A. A strong argument by them. I was
25 not offering a view as to the substance of them

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2 arguing in that way. My meaning when saying that
3 was that, undoubtedly LBHI might use that
4 aggressively to pursue an argument along those
5 lines. I mean, a very strong argument, what
6 I mean by that is that they would forcibly seek to
7 argue this, but I was certainly not -- if the
8 implication is was I admitting that they good
9 grounds or an excellent case, or a very strong
10 case, the answer is no. I just believe that that
11 would potentially have given them an opportunity
12 to pursue an argument along those lines.

13 Q. Were you expressing any view about
14 the merits of LBHI's argument?

15 A. No, not at all. I thought
16 I mentioned that just now. No, it was not an
17 expression of the merits, it would just give them
18 the opportunity to seek to argue that.

19 Q. Do you agree that LBHI's liability
20 would be expunged if a surrender agreement had
21 been reached prior to the time that the US court
22 approved a claim?

23 MR. ISAKOFF: Objection, incomplete
24 and hypothetical.

25 A. Answering the question, my own view

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2 is that the indemnity in Schedule 4 from the
3 surety/indemnifier would overwrite the surrender,
4 and that the surety would remain liable for the
5 losses that Canary Wharf Group suffered as a
6 result of the breaches in the lease.

7 BY MR. DE LEEUW:

8 Q. Thank you. I recall earlier
9 I think this afternoon Mr. Isakoff asked you
10 several questions about a change in the draft
11 surrender agreement with LBHI. Do you recall that?

12 A. I do.

13 Q. Let me ask you to look at exhibit
14 32?

15 MR. ISAKOFF: The date please?

16 MR. DE LEEUW: That is September
17 30th 2010.

18 BY MR. DE LEEUW:

19 Q. Do you recall looking at this
20 e-mail earlier, exhibit 32?

21 A. Yes, I do.

22 Q. You see here, I think Mr. Isakoff
23 pointed you to the portion of this e-mail in
24 exchange which Mr. Iacobescu had agreed that the
25 Canary Wharf claim in administration would be zero